

1909-002
Lee County

Chancery Causes: Norton Grocery Co] vs W. Y. Tucker & Son]

Tucker

-Deed

CA - Debt

T - Property

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

Humbly complaining, your orator, The Norton Grocery Company, a corporation, would respectfully show unto the court, that at the May term of the Circuit Court of Lee County, Virginia, 1907, your orator obtained a judgment against W. Y. Tucker and Morgan Tucker, partners in trade doing business under the firm name and style of W. Y. Tucker & Son, for \$133.52, with interest thereon from the 24th day of May, 1907, until paid, and \$9.50 cost, a description of said judgment as docketed on the judgment lien docket No. 4, page 113 is filed herewith and prayed to be read and treated as a part of this bill. That various executions have been issued on said judgment against the said W. Y. Tucker and Morgan Tucker, but said executions were returned "No property found"; that the said W. Y. Tucker is the owner of certain valuable real estate situated and being in said county of Lee, a portion of which lies near Darbyville, Virginia, in said county, but that the said W. Y. Tucker has not had his said deed recorded, and an exact description of said lands can not, therefore, be given in this bill; that your orator believes that the said W. Y. Tucker and Morgan Tucker are the owners of other valuable real estate in said county, but the location and description of which is unknown to your orator; that the said judgment of your orator is a lien upon such real estate as is owned by the said W. Y. Tucker and Morgan Tucker, or by either of them, as your orator is informed and alleges, and that it is right to have said real estate sold or rented to pay the said judgment, interest and cost. Your orator alleges that there are other judgment liens against said W. Y. Tucker, and Morgan Tucker, but the amounts are unknown to your orator. Your orator further alleges that the said real estate of the said W. Y. Tucker and Morgan Tucker, or either of them, will not rent for a sum sufficient to pay the judgment liens and other liens thereof in five years.

The prayer of your orator is, therefore, that the said W. Y. Tucker and Morgan Tucker, late partners in trade doing business under the style and firm name of W. Y. Tucker & Son, be made parties defendant to this bill, and that they be required to answer the same but not under oath, answer under oath being waived, that they be required to disclose all of the real estate owned by them, or either of them in said county, and that they be required to have their deeds for said real estate recorded, if such deeds they have, and the same be not on record; that a commissioner be appointed to ascertain; first, the judgment liens and other liens aforesaid against the real estate of the said W. Y. Tucker and Morgan Tucker, or either of them in said county of Lee; Second what real estate is owned by the said W. Y. Tucker and Morgan Tucker, or either of them in said county; and third, whether the same will rent in five years for a sufficient sum to pay the liens thereon; that upon a hearing, if it appears that the said real estate will not rent for enough in five years to pay said indebtedness, that the same be sold, and that the proceeds of the sale thereof be prorated among the various lien creditors of the said W. Y. Tucker and Morgan Tucker, or either of them, according to the priorities of said liens, that all proper orders and decrees be entered that the judgment of your orator be decreed to be a lien upon said real estate, if any, and that all such other, further and general relief be awarded your orator as in the premises may seem just and right. And it will ever pray &c.

J. L. Noel p. q.

Norton Grocery Co.

vs. } Bill in Chancery
W. V. Tucker & Son

1909 2nd Jan'y Rule
Bill filed legal
divorce of process
accepted by W. V.
Tucker

First Feb. Rule
Cause set for
hearing as to W. V.
Tucker,

Plffs. costs:

Clark \$5.53

~~Plffs.~~

Comr. 15.00

\$20.53

Defts. costs recovered

Clark \$0.15

Atty. 15.00

\$15.15

Clark 1.33

\$16.48

To the Honorable H. A. W. Sherman Judge of the
Circuit Court of Lee County Virginia; -

The answer of W. Y. Tucker to a bill
in chancery exhibited against him and
others in your honorable Court, for answer
thereto as so much as he is advised that
it is necessary for him to answer -
answering he says that it is true
that he is a member of the firm of W. Y.
Tucker & Son, but said suit is not
matured as to all the parties to said suit
Morgan Tucker not having been
summoned, nor proceeded against by order
of Publication.

And your respondent further says that
he supposes that it is true that his
firm is indebted to the Plaintiff in the
sum set out in their bill and Commissioner
report, but he says that Plaintiffs said
Judgment was rendered upon an open
account which did not waive the
homestead, and your respondent says that
he is a householder and head of a family
in Lee County Va. and is entitled to hold
his said real estate as exempt from
sale under the Homestead laws of the State
of Virginia, and your respondent has
pursuant to said act, set apart and

claims the real estate in Plaintiffs
bill as his Homestead, his deed
being filed herewith, and prayed to
be treated as part of this answer with
leave to withdraw for recordation -

Your respondent would further
state that all the judgments reported
as liens in Plaintiffs said cause -
were rendered upon open accounts
not waiving the Homestead, except the
judgment, in favor of the Powell's Valley Bank -
which has been fully paid by your
respondent, for which he has a receipt
in full - He prays therefore to be permitted
to claim his homestead, against all of
said debts not paid, in his only real
estate and home, and having answered
as fully as he is advised that it is
necessary for him to answer he
prays to be hence dismissed with
his reasonable costs in this behalf
expended, and he will ever pray etc.

Edg'd Woodward. p.d.

W. Y. Tucker & Son
advertising answer—
Western Grocers Co

Filed May 6, 1909
H. C. C. Loring,
Clerk.

Wartner Grocery Co, Plaintiff
against ~~the~~ In Chambers
W. Y. Tucker et al, Defendant -

This cause came on this day to be heard upon the papers formerly read the answer of W. Y. Tucker, general replication to said answer and was argued by counsel -

On consideration of which - the court doth decree that Plaintiff will be dismissed, and that the defendant W. Y. Tucker recover of the Plaintiff his costs to be taxed by the clerk - for which execution may issue and the cause is stricken from the docket.

Norton Grocery Co -
no { } Deere -

W. J. Zucker et al
~~~~~

Entered in  
C.D.B. # 8;  
page 542

Enter this -

H. C. W.

Sept. 22-1909



Norton Grocery Company, a Corporation.

Plaintiffs

vs?

In Chancery

W. Y. Tucker and Morgan Tucker, late partners

under the firm name and style of W. Y. Tucker & Son. Defendants.

This cause came on to be heard upon the bill of the plaintiff, <sup>the exhibit therewith,</sup> the process duly executed on W. Y. Tucker, and the cause regularly matured at rules, and set for hearing as to him, and was argued by counsel.

On consideration thereof, and the said W. Y. Tucker not appearing, it is considered by the court that the bill ~~is~~ taken for confessed against him, and it is adjudged ordered and decreed that James W. Orr, who is appointed a commissioner for the purpose, do ascertain and report to this court what real estate, in this county, is owned by the said W. Y. Tucker or by the late firm of W. Y. Tucker & Son, and where the same is situated. He will also ascertain and report the liens upon said real estate and their priorities, and whether or not the said real estate will rent for a sufficient sum in five years to pay and discharge said liens. Said commissioner will report any other matter deemed pertinent by him or required by any of the parties interested, and will give at least ten days notice of his sittings to the parties, and report his action hereunder to the next term of the court. And the cause is continued.



Norton Grocery Co.

vs Decree to 1.

N. Y. Lucker & Son.

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Entered in C.O.B.

#8, page 446 re.

Enter this decree

H. A. W. Sherr

Feb 9<sup>th</sup> 1909.



Norton Grocery Company a Corporation,

Plaintiffs.

vs.

In Chancery

W. Y. Tucker, and Morgan Tucker, under the firm name  
of W. Y. Tucker & Son.

Defendants.

The deposition of W. Y. Tucker taken under James  
W. Orr, Commissioner in taking an account in the above styled  
cause at his office in Jonesville, Virginia, on the 13th day of  
April, 1909.

J. C. Noel, Attorney for Plf.

PRESENT

W. Y. Tucker in his own right.

Question by Commissioner.

Q. Are you one of the defendants in this cause?

A. I am.

Q. Will you please state what real estate you own in this county  
and where the same is situated, either individually or as a member  
of the firm of W. Y. Tucker & Son.

A. I own four lots in the town of Darby in this county in the  
Pocket Country, two of which were conveyed to me by Jarome Skidmore  
and wife, and A. S. Day and wife, by deed dated 26th day of March,  
1904, which deed I have in my possession but as never been recorded.  
I also own two other lots adjoining these two last mentioned lots,  
on the north thereof, purchased by me from Washington Forester, and  
which were conveyed to me by Washington Forester and his wife, and  
which deed I have in my possession, and which has never been recorded  
these two last mentioned lots are bounded on the north by some lots  
belonging to B. F. Kelly. The first mentioned deed was made to me  
and Chas. Slate jointly, and I afterwards purchased from the said  
Slate his interest in said lot, and have his deed in my possession  
but which has not been recorded. On the two first mentioned lots



purchased from Skidmore and Day I erected a store house and a small barn, on the two Forester lots are no improvements except a small garden spot. These four lots are all the real estate that I own in this county. I have an interest in some real estate in the State of Texas, in Crosby county. I own in Texas a onehalf interest in 320 acres purchased by my son W. A. Tucker and myself, jointly at the price of \$3200.00, and on which purchase I have paid \$800.00 We have a deed for the property with a vendor's lien retained for the balance of the purchase money on one two and three years time from some time in last October.

Q. Will you please file with this your deposition as part thereof the deed for the two lot from Skidmore & Day, and also the deed from Chas. Slate for his interest in said two lots, and the deed from Washington Forester for the other two lots, with the right to withdraw the same at any time for recordation.

A. I will file said deed as requested marked exhibits 1, 2, and 3, respectively.

Q. Does the firm of W. Y. Tucker & Son own any real estate in this county?

A. They do not.

Q. What is the rental value per annum of the said four lots

A. \$72.00 per year, I am renting them at \$6.00 per month.

Q. I see docketed in the judgment lien docket a judgment against you as administrator of Marth Miles deceased, for \$36.19, in favor of B. Bailey, please state whether or not any estate came to your hands as such administrator and whether any legal liability rests upon you personally for the amount of said judgment.

A. There was not effect whatever came into my hands and such administrator and I do not consider that any legal liability rests upon me for the amount of said judgment.

And further this deponent saith not.

W. Y. Tucker



The foregoing deposition of W. Y. Tucker was this day taken  
subscribed and sworn to before at <sup>me</sup> the time and place and for the pur-  
poses in the caption mentioned.

James W. Orr  
Commissioner in Chancery.



Norton Grocery Co.

vs Depo.

N. G. Tucker.

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Depo.



Norton Grocery Company, A Corporation,

Plaintiff.

vs.

In Chancery

W. Y. Tucker & Son,

Defendants,

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The undersigned commissioner in this cause respectfully reports, that pursuant to a decree rendered therein at the February term, 1909, he proceeded on the 13th and 14th days of April, 1909, at his office in Jonesville, Virginia to execute the requirements of said decree. After giving due notice to the parties of the time and place of his sittings, and in the presence of J. C. Noel, attorney for plaintiff, and W. Y. Tucker in his own proper right, he proceeded to take the account and perform the duties required of him in said decree. Your commissioner took the deposition of the said W. Y. Tucker, and found from said deposition that the firm of W. Y. Tucker & Son owns no real estate as a firm in this county, but the said W. Y. Tucker owns in his own right four lots in the town of Darby in this county in the Pocket Country. Two of said lots conveyed to him by Jerome Skidmore and wife, and A. S. Day and wife, by deed dated March 26th, 1904; also two lots adjoining the two lots mentioned above and on the north side thereof, purchased by said Tucker from Washington Forester and wife, and conveyed to the said W. Y. Tucker. The said W. Y. Tucker also stated that he has a deed in his possession from Chas. Slate for the said Slate's undivided one-half interest in the two first above mentioned lots, but ~~none of the~~ ~~above mentioned deeds~~ have ever been recorded; that Mr. Tucker files with his deposition a deed from Skidmore and wife and Day and wife, and promises to hunt up and file with said deposition the deed from Slate and also the deed from Forester and wife. He also states in his deposition that he owns some interest in ~~the~~ some lands in the state of Texas, but that is beyond the jurisdiction of this court. *Said depts. is herewith filed marked 'Depts.'* Your commissioner has ascertain the amounts of the liens



upon said real estate in this county and finds that the said liens, unsatisfied, amounts on the 24th day of April, 1909 to the sum of \$ 537.15-, to which we may add the estimated cost of this suit \$ 40.00, making an aggregate sum of \$ 577.15- to be raised from the sale of the said lots or otherwise to pay the indebtedness of the said W. Y. Tucker reported by your commissioner aforesaid. I have prepared a list of the liens showing their dates, amounts and priorities, which is herewith filed as a part hereof, marked "Liens". Mr. Tucker in his deposition states that the rental value of the said four lots is \$72.00 per year, that he has them rented for that sum. At that rate of rental the said lots would rent for the sum of \$360.00 in five years, which <sup>as</sup> can be seen is not a sum sufficient to pay and discharge the amount of liens against said property including the costs of this suit, and the expense of renting or selling the said real estate.

Respectfully Submitted.

April 14th, 1909.

*James W. Orr, Clerk.*



Norton Grocery Co.

vs. } Courts Report

W. G. Lucker.

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Filed April 19, 1909.

H. C. D. Ewing,

Clk.

Courts fee \$15.00



This deed of Conveyance made and entered into this the 26<sup>th</sup> day of March, 1904 by Jerome Skidmore and J. J. Skidmore his wife and A. S. Day and Loretta Day his wife parties of the first part to W. J. Tucker and Charles Slate, parties of the second part, all of Lee County, Virginia, Notarized, that for and in Consideration of the sum of (\$35<sup>00</sup>) Thirty-five dollars, Cash in hand paid, the receipt of which is hereby acknowledged, The said first parties, with Covenant of general Warranty do and each of them Sell, Convey and deliver unto said second parties in fee simple a certain tract or parcel of land, lying and being in Lee County Virginia, in the Pocket Country and on the Waters of Gun's Creek and bounded as follows, to wit: Beginning on the Southwest Corner of W. J. Tucker's lot at the railroad right-of-Way, said beginning being designated by a stake, thence Southwardly with the line of the railroad right-of-Way 30 feet, thence eastwardly to the east line of the Parsons Survey, thence northwardly 30 feet to the Southeast Corner of W. J. Tucker's lot, thence Westwardly with said Tucker's South line to the beginning, containing one-fourth of an acre, more or less, together with all the appurtenances, but it is expressly understood that this Conveyance shall not be taken or construed to include or interfere with any interests or rights of F. A. Stratton in said land or any Vendor or assigns of his to have and to hold said tract or parcel of land with its appurtenances, excepting the right and interest of said Stratton, his heirs or assigns, unto the said second parties their heirs and assigns forever. Witnesseth the following signatures and seals, the day and year first above written.

Jerome Skidmore  
J J Skidmore  
A S Day  
Loretta Day

Seal

Seal

Seal

Seal



Virginia, Lee County to wit:-

I, J. J. Geary, a Justice of the Peace in and for the County aforesaid and State of Virginia do hereby Certify that Jerome Skidmore and J. J. Skidmore his wife and A. S. Day and Lucretia Day, his wife, whose names are signed to the writing above, date on the 26<sup>th</sup> day of March 1904 has acknowledged the same before me in my County aforesaid. Given under my hand this the 26<sup>th</sup> day of March, 1904

J. J. Geary J. P.

This deed of Conveyance made this the 26<sup>th</sup> day of March, 1904 by J. J. Skidmore and A. S. Day



Tucker & Slater  
From <sup>5</sup>/<sub>3</sub> Deed.  
Jerome Whitmore et al.

Exhibit 1.



List of liens against the real estate of W. Y. Tucker, in Lee County, Virginia, showing their dates, amounts and priorities. The priority of each lien is shown by the numerical figure opposite each in the margin.

1. Norton Grocery Company a corporation vs.  
W. Y. Tucker, and Marion Tucker, under firm  
name of W. Y. Tucker & Son.  
Judgment at May term, 1907, of Lee Circuit Court  
with interest from May 24th, 1907, \$133.52  
Interest to April 24th, 1909, 15.35  
Costs of judgment 10.18  
Total, \$159.05

1. Powell's Valley Bank vs. W. Y. Tucker,  
N. Wygal, A. M. Gregory, and N. W. Gregory,  
Judgment at May term, 1907, of Lee Circuit  
*Paid* Court, for \$275.00, with interest from Feb.  
7th, 1907, subject to a credit of \$100.00  
Jan. 1st, 1908, and \$100.00, July 13th, 1908,  
*In which judgment Mr. Tucker.*  
Balance April 24th, 1909, \$111.00  
Costs of judgment 9.75  
Total, \$120.75

2. Price & Lucas Cider & Vinegar Company,  
vs. W. Y. Tucker & Son, judgment before  
a justice of the peace Sept. 6th, 1907,  
docketed March 18th, 1909, interest from Feb. 18th  
1907, \$37.25  
Interest to April 24th, 1909 4.85  
Costs of judgment 2.25  
Total, 44.37



3. Mahoney Jones Company, vs. W. Y. Tucker  
 & Son, Judgment Sept. 24th, 1907, Lee Circuit  
 Court interest from Dec. 1st, 1906, to April 24th \$122.59  
 Interest to April, 24th, 1909, 17.65  
 Costs of judgment 9.00  
 Total, 149.24

4. Middlesborough Grocery Company vs.  
 W. Y. Tucker & Son, judgment before a Justice  
 May 6th, 1908, Int. from May 8th, 1907, \$56.09  
 Interest to April 24th, 1909, 6.60  
 Costs of judgment 1.05  
 Total, 63.74

Total amount of liens, \$537.15  
 Estimated cost of suit, 40.00  
 Total amount of liens and costs of suit, \$ 577.15



Norton Grocery Co.

1033 List of Liens.

W. G. Lucker.

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Liens.



Know all Men by these Presents, That I, W. Y. Tucker -

hereby claim my homestead exemption in the following property, to-wit:

[HERE INSERT PROPERTY AND VALUE OF EACH ARTICLE.]

Four town lots situated in the town of Darby Lee Co. Va.  
in the Pocket Country. Two of which were conveyed to  
me by Jerome Shidmore and wife, and A. S. Day and wife by deed  
dated 26<sup>th</sup> day of March 1904. Two other lots adjoining these  
two lots last mentioned, on the north thereof purchased  
from Wash. Hauster and wife, and bounded on the north  
by some lots belonging to B. F. Kelly. And on which  
is erected my store house, being all the real estate  
I own in Virginia - valued at. \$450<sup>00</sup>.

to be held in accordance with the provisions of Chapter 178, Code of Virginia, 1887.

Witness the following signature and seal this 6<sup>th</sup> day of May, 1909, 1899.

W. Y. Tucker



STATE OF VIRGINIA,

County of Lee to-wit:

I, M. G. Ely, a Commissioner in Chancery  
for the circuit court of Lee County  
for the County aforesaid, in the State of Virginia, do certify that

W. Y. Tucker -  
whose name is signed to the foregoing writing, bearing date on the 6<sup>th</sup> day of May -  
1909, has acknowledged the same before me in my County aforesaid.

Given under my hand this 6<sup>th</sup> day of May 1909 1899.

M. G. Ely Com in Chy

to-wit:

In the Office of the Clerk of the \_\_\_\_\_ Court for the \_\_\_\_\_ of  
\_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_\_, this deed of  
Homestead was presented, and with the certificate annexed admitted to record at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Teste:

Clerk.



*W. Y. Tucker*

Homestead Deed.

Presented in the Clerk's Office of the  
Court of the  
of on the  
day of 18, at  
o'clock M., and admitted to record.

Teste:

Clerk.

Fee, - - \$

Taxes, - -

Total, - - \$



N O T I C E.

To all whom it may concern:

You are hereby notified that on the 13th day of April, 1909, at my office in Jonesville, Virginia, I will proceed to take the account ordered by decree entered at the February term 1909 of the Circuit Court of Lee County/ Virginia, in the Chancery Cause pending in said court in which The Norton Grocery Company a Corporation, is plaintiff and W. Y. Tucker & Sons are defendants. All persons interested are required to be then present with such evidence as they may see fit to introduce.

Respectfully,

*James W. Orr*  
\_\_\_\_\_  
COMMISSIONER IN CHANCERY.



Norton Grocery Co.

vs. } Notice

W. G. Zucker & Son

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Legal service of the  
within notice is accept-  
ed, April 7<sup>th</sup> 1909.



**The Commonwealth of Virginia,**

**To the Sheriff of the County of Lee, Greeting:**

WE COMMAND YOU, That you summon *H. Y. Tucker and Morgan*  
*Tucker, late partners in trade doing business*  
*under style and firm name of H. Y. Tucker*  
*& Son,*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on  
the *30<sup>th</sup>* Monday in *January*, 190*9*, to answer a bill in chancery exhibited against *them*  
*in our said Court by Norton Grocery Company,*  
*a corporation.*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *16<sup>th</sup>*  
day of *January*, 190*9*, and 1*33<sup>rd</sup>* year of the Commonwealth.

A Copy, Teste:

*H. C. T. Ewing,*, Clerk

*H. C. T. Ewing,* Clerk



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VS

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SUBPENA  
IN  
CHANCERY

-----p. q.

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To-----Rules

-----Court

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The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon,

*W. Y. Tucker and Morgan Tucker*  
*er, late partners in trade doing business un-*  
*der ~~the~~ style and firm name of W. Y. Tucker*  
*& Son.*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on  
the *30th* Monday in *January*, 190*9*, to answer a bill in chancery exhibited against *them*

*in our said Court by Norton Grocery Company,*  
*Corporation.*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *16th*  
day of *January*, 190*9*, and 1*33rd* year of the Commonwealth.

A Copy, Teste:

*H. C. T. Ewing,*, Clerk

*H. C. T. Ewing,* Clerk



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VS

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SUBPOENA  
IN  
CHANCERY

-----p. q.

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To-----Rules

-----Court

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The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*H. Y. Tucker and Morgan  
Tucker, late partners in trade doing business  
under style and firm name of H. Y. Tucker  
& Son.*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on  
the *3rd* Monday in *January*, 190*9*, to answer a bill in chancery exhibited against *them*

*in our said Court by Norton Grocery Com-  
pany, a corporation.*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *16th*

day of *January*, 190*9*, and 1*33*<sup>rd</sup> year of the Commonwealth.

A Copy, Teste:

*H. C. T. Ewing*, Clerk

\_\_\_\_\_, Clerk



Norton Grocery Co.

VS

SUBPENA  
IN  
CHANCERY

W. J. Tucker & Son

Ans. Noel, p. q.

To 2<sup>nd</sup> January Rules  
Lee Circuit Court  
1909.

I hereby accept  
legal advice of the  
within summons &  
notice. This Jan. 16,  
1909. W. J. Tucker